

Titonka CSD

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CONSOLIDATED SCHOOL DISTRICT OF TITONKA

Titonka, Iowa

2006-2007 MASTER CONTRACT

BETWEEN THE

BOARD OF EDUCATION

OF THE

CONSOLIDATED SCHOOL DISTRICT OF TITONKA

AND THE

TITONKA EDUCATION ASSOCIATION

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# TITONKA CONSOLIDATED SCHOOL

Titonka, Iowa 50480

## MASTER CONTRACT BETWEEN THE SCHOOL BOARD OF THE CONSOLIDATED SCHOOL DISTRICT OF TITONKA, IOWA, AND THE TITONKA EDUCATION ASSOCIATION.

This master contract is entered into between the School board of the Consolidated School District of Titonka, Titonka, Iowa hereinafter referred to as the "Board" and the Titonka Education Association hereinafter referred to as the "Association", pursuant to and in compliance with the Public Employees Relation Act, Chapter 20, Code of Iowa.

In the event of reorganization of the consolidated School District of Titonka, Titonka, Iowa, this entire agreement shall be null and void.

## RECOGNITION STATEMENT

The Board of Directors of the Titonka Consolidated School District, hereinafter referred to as the "Board" recognizes the Titonka Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for the employees who qualify for the bargaining unit as defined by Public Employee Relations Board Case No. 236 wit:

"Included: All full and part-time licensed (permanent professional, professional, pre-professional, temporary certificates) teachers grades K-12 with assigned duties to diagnose student needs, prescribe instruction and instruct students, guidance counselor and librarian.

Excluded: Licensed Personnel:

- Substitute teachers
- Teacher associates
- Administrative assistants with major assignment as a licensed classroom teacher
- Curriculum Coordinator
- Superintendent of schools
- Principal

Non-licensed personnel:

- Secretarial
- Clerical
- Custodians
- Food service
- Transportation
- Health and all others excluded by Section 4 of the Act.

## Article 1

### GRIEVANCE PROCEDURES

#### SECTION 1.

A Grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

#### SECTION 2.

- A. Every employee covered by this agreement, and/or the Association shall have the right to present grievances in accordance with these procedures.
- B. The failure of an employee, or the Association, to act on any grievance within the prescribed time limits will act as a bar to any further appeal about that grievance and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.
- C. It is agreed that any investigation or other handling or processing of a grievance by the grieving employee or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program of the school district.
- D. A grievant may be represented at the second and third steps of the grievance procedure by himself or at this option by a representative of his own choosing.

#### SECTION 3.

- A. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant(s) and the principal.
- B. Second Step. If a grievance cannot be resolved informally, the aggrieved employee or Association shall file a formal grievance in writing with the Superintendent of Schools within ten (10) school days of the alleged violation. The principal shall also receive a written copy of the grievance. The written grievance shall state the nature of the grievance, or shall note the specific clause or clauses of the contract and shall state the remedy requested. The Superintendent of Schools shall make a decision on the grievance and communicate it in writing to the employee and the principal within ten (10) school days after receipt of the grievance.
- C. Third Step. If the grievance is not resolved satisfactorily at Step 2, there shall be available a third step of binding arbitration. The employee or association may submit, in writing, a request to the Superintendent within five (5) school days from receipt of the Step 3 answer, to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) school days, the Public Employee Relations Board will be requested to provide a list of three (3) arbitrators. The Public Employer and the Public Employee Association shall determine by lot who shall remove the first name from the list submitted by the Public Employee Relations Board. The party having the right to remove the first name shall have two (2) school days to remove the first name. The party who is second will have one (1) school day to make their selection of the name to be removed from the list. The remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall be binding on both parties.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

The arbitrator, in his opinion, shall not change, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issues or issues presented to him in writing by the school district and the association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

- D. If the association or any employee files any claims or complaint in any form other than under grievance procedure of this agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

## Article II

### BASIC SCHEDULES & RATES OF PAY

2006-2007 SALARY SCHEDULE: The salary of each employee covered by the regular salary schedule is set forth in Schedule #1, for the appropriate year, attached hereto and made a part hereof. The salary schedule set forth in Schedule #1 is based on 190 work days. Any days assigned in excess of 190 work days shall be paid at a per diem rate (1/190 of the employee's salary per day).

PLACEMENT ON SALARY SCHEDULE: The following rules shall be applicable in determining the placement of an employee on the appropriate salary schedule:

- A. Germane – credit to be considered for application on any lane of the salary schedule must meet one of the following requirements:
  - 1. Coursework in the assigned employee area, area of supplemental assignment or related instructional methodology or other graduate educational coursework primarily designed to enhance instructional skills.
  - 2. Courses which provide additional endorsements if requested by the School Board.
  - 3. Courses that are a part of an approved program toward an advanced degree in the assigned teaching area.
- B. Prior Approval – To be considered for application on the salary schedule, all credit must be approved in writing by the Superintendent before enrolling in the course.
- C. Effect Date – Individual contracts shall be modified to reflect qualified lane changes once every year effective at the beginning of the school year, providing a transcript of qualified credit is submitted to the Superintendent's office no later than October 10 of that year. Credit earned after September 1, shall not be considered until the following year. If the necessary transcript is not provided or is not yet available from the college, the District may suspend payment for the additional lane until such time as the transcript is provided. When the transcript is provided, the payment shall resume and shall include payments withheld pending transcript. Notice of intent to change a lane shall be given to the District prior to September 1.
- D. Increments – Teachers on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the Titonka Consolidated School District for ninety-one (91) or more consecutive teaching days in one (1) school year.

REQUIRED ADDITIONAL CREDIT: All employees are required to maintain current teaching certification according to Iowa's standard for certification.

CREDIT FOR PREVIOUS TEACHING EXPERIENCE: Teachers coming into the Consolidated School District of Titonka will receive credit for prior teaching experience where certification or license was required. Teaching or license experience during the 10 years immediately preceding employment in the Titonka Consolidated School District will be considered. Credit up to the maximum lane on the salary schedule will be given.

EXTENDED EMPLOYMENT: The Board shall have sole discretion in matters of extended employment. Compensation for extended employment shall be the prorated amount of the daily basic contract salary and a written contract shall be issued at the time that teaching contracts are issued, unless the extended employment contract is new.



COMP TIME: In the event an employee is required to teach classes in addition to their regular teaching schedule, they shall be compensated proportional to sub teacher pay per extra class taught. This does not include changes made to the regular daily schedule or events due to special activities.

If part-time employees are required to attend meetings called by the Administration or inservice meetings at times other than the regularly scheduled work time, they shall be paid on an hourly per diem for such time worked.

TRAVEL REIMBURSEMENT: If an employee is shared with another district, or traveling on school business, that employee should be reimbursed for travel expenses, unless school transportation is provided. If the school transportation is provided, and the employee chooses to provide their own transportation, the school does not reimburse the employee for the travel expenses.

PAY PERIOD: Employees will receive monthly salary payments via direct deposit to their individual bank account on the 20<sup>th</sup> of each month from September through June. When the 20<sup>th</sup> falls on a Saturday or Sunday, the employee will be paid on Friday. When the 20<sup>th</sup> falls on a vacation day or holiday, the employee will be paid on the workday immediately before the vacation or holiday begins but never before the 16<sup>th</sup> of each month. July and August payroll payments shall be deposited on or before June 30<sup>th</sup>. Teacher reimbursement for travel and other expenses will be paid in the next monthly pay period if submitted by the first of that month.

### Article III

#### SUPPLEMENTAL PAY SCHEDULE

The Board shall have sole discretion in matters concerning assignment of extracurricular duties. The rate of pay for extracurricular activities shall be according to supplemental schedule #2. Said rate of pay is based on established percentages of the regular salary Schedule BA base as reflected in Schedule #2. Supplemental pay stipends as per Supplemental Schedule #2 shall be paid in one lump sum during the month in which the assignment has been completed or in equal monthly payments. The decision as to which form of payment the employee chooses is to be determined at the beginning of the academic year.

### Article IV

#### GROUP HEALTH & ACCIDENT INSURANCE

The District will pay the full single employee health and accident insurance premium. The District's contribution for part-time employees shall be prorated accordingly. Group family coverage is available at the option of the employee through the same insurance company. The dollar amount of family premium less the District's contribution for single premium will be paid by the employee through payroll deduction on a monthly basis. Monetary compensation will not be provided in lieu of insurance coverage. The Board, after consulting with the Association's representative, will have the sole discretion to determine the carrier. Dental coverage is available at the option and expense of the employee (if participation is at carrier required level) and insurance premiums may be deducted from the salary of the employee. Benefits will remain unchanged unless mutually agreed upon by both parties.

### Article V

#### PAID LEAVES OF ABSENCE

Leaves of absence are calculated by quarters of a day. When a substitute is hired, a half or full day of leave will be taken.

PERSONAL HEALTH: Employees are granted leaves of absence for personal health reasons including illness, injury and Dr. appointments with full pay according to the following schedule:

1. First year of employment	10 days
2. Second year of employment	11 days
3. Third year of employment	12 days
4. Fourth year of employment	13 days
5. Fifth year of employment	14 days
6. Sixth year of employment	15 days and each year thereafter

Unused personal health days may accumulate to a maximum credit of one hundred (100) days of personal health leaves per employee.

The Superintendent may require an employee to furnish a medical certificate from a qualified physician as evidence of illness.

Personal health days allowed shall be deducted from the accrued personal health days accumulated by the employee.

IMMEDIATE FAMILY ILLNESS: Up to seven (7) days of leave per year may be utilized by each employee to attend to the needs of their spouse, child, parent or sibling or for a doctor appointment in the event of illness or injury. Appointments should be made outside of the workday, if possible. Two additional days may be granted from personal health if necessary.

FUNERAL OR BEREAVEMENT: Up to five (5) days of leave per instance will be granted at full pay to certified employees for death in the immediate family. Immediate family is defined as mother, father, child, grandchild, husband, wife, brother or sister.

Up to three (3) days of leave per instance will be granted at full pay to certified employees for death of a mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law.

One (1) day of leave per year will be granted at full pay for funeral attendance of a close, personal friend or the grandparents of the employee's spouse.

Two additional days may be granted from personal health leave for funeral or bereavement, if necessary.

Funeral or Bereavement leave is non-accumulative.

PERSONAL LEAVE: Each employee may take three (3) days per year for personal reasons. This leave is non-accumulative. At the conclusion of each school year, any unused whole or half days will be reimbursed to the teacher at substitute pay in the June payroll. The employee shall notify the Principal of their intent to take this leave 24 hours in advance, except in the case of emergency. No reason shall be required for taking this leave. A remaining half or whole day of Personal Leave accumulated by June 30, 2005, shall be used by the teacher by December 30, 2005. If this leave is unused by December 30, 2005, the teacher will be reimbursed at substitute pay in his or her January paycheck for this unused time.

NON MEDICAL EMERGENCY LEAVE: At the discretion of the Superintendent of Schools or their designee, each employee shall be granted one (1) paid day of emergency leave for sudden and unforeseen situations that require immediate action. This allowance shall not exceed one (1) day per year and is non-accumulative. The employee shall notify the administration as soon as possible before taking this leave. It is understood that

recreation, shopping, and job interviews are excluded from this leave. Emergency leave days will be taken from personal health leave.

PROFESSIONAL LEAVE: Professional leave may be granted for the purpose of educational conferences or conventions, visitation of other schools, and participation in educational committees. Approval for professional leave shall be at the discretion of the Administration. Reimbursement of expenses shall be at the discretion of the Administration. Any employee shall make application to his or her principal for professional leave in advance of the date the employee plans to be absent. A teacher sponsoring a school-sponsored field trip for students may request that another teacher accompany the group as a chaperone if an administrator is not going as a chaperone. The requested teacher's name will be submitted to the administrator for approval, and approved leave would be considered as professional leave. The administration's confirmation of any professional leave must occur within 4 working days after the request is submitted.

ASSOCIATION LEAVE: If the association determines it necessary that a bargaining unit member or an association representative be gone for association needs, they shall be released from duties without loss of pay or benefits for one day per grievance. The substitute teacher will be paid by the association.

SIGNED LEAVE REQUEST REQUIRED: All leave days shall be approved only upon submission of a signed request on the authorized form available at the school office. Any employee who falsely claims leave shall be subject to termination of contract.

UNPAID LEAVE: Any unpaid leave requested by an employee will be at the discretion of the administration and the decision put in writing.

CONTRACT LANGUAGE: Contract language will be discussed on an alternating year basis.

## Article VI

### TEACHER EVALUATION PROCEDURES

1. Teacher evaluation will be according to the criteria established by the Board of Education. First and second year teachers will be evaluated according to the provisions noted in the Iowa Teacher Quality Act. Teachers with two or more years of experience in the Titonka School District will be evaluated using the Career Teacher Evaluation Procedure and will enter the process in either the first or second year of the Individual Career Development Plans. Career teachers (with two or more years of experience) new to the Titonka District will be evaluated according to the Career Teacher Evaluation Procedure, entering in the first of the 3 years of the process. Such teachers, however, will also be observed once each 60 days his her first year of employment in the District.
2. Results of evaluation(s) shall be in writing with a copy to be given to the teacher and copy in the teacher's permanent folder.
3. Employees in charge of contracted extra-curricular activities will be evaluated during the course of the activity. A copy of the evaluation shall be given to the employee and a copy to their personnel file.
4. The teacher evaluation procedure is a one-year pilot project to meet the provisions of teacher evaluation required by the Iowa Teacher Quality Act. This procedure will be reviewed and modified by mutual agreement, if necessary, by the end of September 2005 and by the end of May, 2006.
5. The evaluation procedures are identified as Addendum #1 to this agreement. The addendum may be modified by mutual agreement without referring to other portions of this agreement.

## CAREER TEACHER EVALUATION PROCEDURES

### A. Evaluation In-Service

1. The district shall provide all teachers with up to 8 hours of in-service on the Iowa Teaching Standards, criterion, and any developed district-adopted descriptors prior to the district's implementation of the Individual Career Development Plans and/or Performance Reviews. This should occur within the first two days of in-service the year the plan is implemented and be provided annually as needed for any new career teacher.

### B. Orientation Procedures

1. For those individuals developing Individual Career Development plans, orientation to the procedures shall be conducted by September 15 during teacher in-service by the superintendent/designee.
2. For those individuals completing Performance Reviews, orientation to the procedures shall be conducted by September 15 during teacher in-service by the superintendent/designee.

### C. Individual Career Development Plans

1. Each teacher shall submit an individual or group career development plan (Form A) to the evaluator by October 15 of the school year following the conclusion of his/her previous plan.
2. The evaluator shall contact the teacher to establish a mutually agreed upon time to meet and review the plan, jointly modify the plan as needed, and approve the plan. This must be completed within 20 school days of the date of the plan's submission. Both the teacher and evaluator will sign and date the plan and each will receive a copy of the plan.
3. Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification, with each receiving a copy.
4. The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. This annual conference is to be completed by April 20. The teacher will submit a completed Annual Update (Form B). At the conclusion of the meeting, a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file. A second copy will be given to the teacher.
5. Although not part of the career development plan, a teacher may request an observation be conducted between October 1 and April 20 or at a mutually agreed upon time during the years outside of the performance review observation.

This observation would include:

- Completion of the pre-conference form (Form D),
- A discussion of the pre-conference form between the teacher and evaluator at least one school day before the observation,
- An observation (Form E),
- And a post-conference between the teacher and evaluator to discuss the observation form (no later than 5 school days after the observation unless a mutual time is agreed upon). The observation form will be signed and dated by both the teacher and evaluator. The teacher shall be provided a copy of this signed form.

### D. Representation

1. The teacher and/or evaluator may have a representative, at any meeting involving the performance review or other evaluations.

### E. Performance Review

1. Each career teacher shall have a performance review once every three years. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator. The performance review may consist of the post-conference for the observation and of the discussion of the Career Performance Review (also refer to item E.3.b. for clarification).
2. Classroom Observation

- a) The classroom observation shall be conducted between October 1 and April 20 or at a mutually agreed upon time. No observation shall be conducted the day before or after a day of vacation. The observation shall be for a continuous length of time no shorter than 30 minutes or longer than 90 minutes.
- b) During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference (Form D), observation (Form E), and post-conference. The pre-conference should be at least one school day prior to the observation. The post-conference must be no later than 5 school days following the observation, unless a different time is mutually agreed upon.
- c) The evaluator's written observation comments (Form E) shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall have the right to attach a written response to this form. The teacher shall be provided a copy of the observation comments.

### 3. Summative Performance Review

- a) The evaluator shall complete the Performance Summary (Form F) and arrange a mutually agreed upon date with the teacher to discuss this review. The evaluator shall provide the teacher with a copy of the completed Performance Summary at least one day prior to the meeting.
- b) For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion (Form C) of future career goals that might be included in the next Career Development Plan. (This conference can be included as part of the post-observation conference when the evaluator has no major concerns regarding the teacher's performance). This new Career Development Plan may be completed at this time and can be modified as needed in the next two years by replacing it with a new career development plan (Form A). Both the evaluator and the teacher shall sign and date the review.
- c) If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified (Form F), and the information and evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review. (Also refer to F. Career Teacher Support Procedures).  
A new career development plan (Form A) shall be created that focuses on the Iowa Teaching Standards not met. A performance review shall be held at a mutually agreed upon time within the next 90 school days which takes place within one school year. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

### F. Career Teacher Support Procedures

- 1. Career teacher support is designed to provide clear intervention for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing support.
- 2. Support Procedures
  - a) The support procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher in writing (Form F) the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. (If time permits, this discussion could take place at the same time as the Summative Performance Review – refer to item E.3.c.). The evaluator will present to and

discuss with the teacher the Plan of Support (Form G) which identifies actions for the teacher to complete for the purpose of improving performance identified as unsatisfactory.

- b) The Plan of Support will require conferencing with the teacher, observations (to be noted on Form H), a timeline, and follow-up activities.
- c) At the request of the teacher or evaluator, a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The evaluator and the teacher shall mutually select the mentor(s).
- d) The role of the mentor(s) is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by the mentor(s). Observations and comments made by the mentor(s) are not reported to the evaluator, and do not become part of the teacher's evaluation. The support provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.
- e) After the Plan of Support has been completed, or upon receipt of a written request from a teacher to discontinue the process, the evaluator shall make share the completed summary form and evidence (Form H) and make one of the following recommendations noted below. The teacher has the right to respond to the recommendations in writing.
  - 1. Concern resolved, the teacher returns to the individual career development plan (Form A).
  - 2. Progress noted, a new Plan of Support (Form G) is developed.
  - 3. Concern not resolved – a recommendation will be made to place the teacher on intensive assistance.
  - 4. If the concern remains unresolved, termination procedures may be implemented in accordance with the Iowa Code.

#### G. Evaluation Summary

All evaluations shall be fair and accurate.

## Article VII

### IN-SERVICE

The Advisory Council and the Design Team shall meet and make recommendations to the administration on the structure and content of the district in-service training programs. In-service training is defined as educational sessions for school district employees during working hours. The administration will inform the Design Team of the agenda one week prior to the in-service. An agenda shall be provided to all staff three (3) work days before the in-service program. Changes to the agenda will only be made for emergency reasons.

## Article VIII

### HEALTH & SAFETY

PHYSICAL EXAMINATION: The Board, after the claim results from the health insurance company has been determined, shall pay up to a maximum of \$75 towards the cost of all physical examination required by statute or policy except the initial physical which shall be paid in full by the employee. The physical must be taken after the last day of school of the preceding year. Reimbursement shall be made to the employee per school board expense policy.

The physical shall be recorded on a form supplied by the school and shall include items listed on the form plus a Tuberculin Test.

## Article IX

### WORK DAY

1. The Administration and the Association will work cooperatively on the formation of the master calendar. The school board will have final approval of the master calendar. The approved master calendar will be distributed to the teachers by the last day of classes the school year prior to its implementation.
2. Work Day/Length of Day: The teacher's workday shall normally consist of eight (8) hours, which shall include a duty-free lunch period as provided under this article. A teacher will be scheduled one prep period of at least thirty consecutive minutes daily. In the elementary schedule, specials and recess shall be considered prep time. Teachers required to travel to another building as part of their teaching responsibilities will be allowed a travel time separate from their duty free-lunch or preparation period. A copy of the teacher's schedule will be provided no later than the end of the previous school year. If a change is necessary, the employee will be notified immediately. Every effort will be made not to change the schedule after August 1<sup>st</sup>.
3. Work Day/Arrival and Dismissal Time: The hours of work are 7:50-3:50, except on meeting days when the hours of work are 7:40-3:40 unless duty is assigned. On days preceding holidays and vacations, the teacher's day shall end following the departure of all regular route busses.
4. Teachers' Hours of Work – Work Days Emergency Closing Days: On regular contract days when, because of weather or other emergency closing, students are not required to be in attendance, the teachers shall not be required to be present. If students are dismissed early for such reason, teachers shall not be required to stay longer than fifteen (15) minutes after regular bus routes depart.
  - A. Teachers shall not be required to attend meetings after the normal workday on days immediately preceding holidays or vacations, except in emergencies as determined by the superintendent or designee.

- B. Teachers shall have a daily, uninterrupted, duty-free lunch period of twenty-five (25) minutes.
- C. Teacher-required morning meetings beginning before the commencement of the normal work day shall not be scheduled earlier than 7:30 a.m. except in the case of emergency and shall end no later than ten minutes before the commencement of the first class.

## Article X

### DUES DEDUCTION

- A. AUTHORIZATION – Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Schedule #3.
- B. REGULAR DEDUCTION – Pursuant to a deduction authorization, the Board shall deduct one-ninth (1/9) of total dues from the regular salary check of the employee each month for nine (9) months, beginning in September and ending in May of each year, unless otherwise terminated by the teacher prior to May.
- C. DURATION – Such authorization shall be returned to the Board by September 10<sup>th</sup> of each school year and it shall be the Association's responsibility to inform members of the dues deduction system. The necessary authorization set forth in Schedule #3 shall be attached to each copy of the Master Contract. The authorization shall be valid for one school year only.
- D. TERMINATION – Any teacher may terminate the dues deduction at anytime by giving thirty (30) days written notice to the Association President and Board Secretary.
- E. LIABILITY – The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other applications of provisions in the agreement between parties for dues deduction.

## Article XI

### ASSIGNMENT AND TRANSFER

Assignments shall be based upon the qualifications of the candidate and the philosophy and needs of the school district. Changes in assignments may be made at the initiative of the Superintendent of schools, other administrative staff, or at the request of the employee. Teachers will be notified of change in assignment when contracts are issued. Changes will be discussed with the teacher prior to implementation. If such change is implemented after June 30<sup>th</sup> the teacher will be compensated \$150.00. Assignment shall be defined by grade level and/or content area.

When vacancies occur within the building, current employees will be notified of the position prior to advertising the position or offering it to outside candidates.



## REDUCTION IN FORCE

### A. Purpose

The purpose of this document is to implement a plan for staff reduction when, in the sole, exclusive and final judgment of the Board of Education, staff reduction is required because of discontinuance of position, lack of pupils, or financial limitations.

### B. Coverage

All employees under this agreement are covered in this section.

### C. Reduction Procedures

1. The Board shall attempt to accomplish staff reduction through attrition.
2. Teachers with emergency licensure will be laid off first.
3. Probationary teachers shall have no seniority during the first two years in the district and will be laid off next.
4. If the above has not accomplished the necessary reduction, the board shall consider licensure and seniority of staff. Where teachers possess necessary licensure, seniority shall dictate the teacher dismissed. The least senior teacher shall be selected for reduction.
5. If choice must be made between two or more teachers of equal seniority, graduate credit hours in education will be used.

### D. Definitions

Seniority is defined as the number of years of teaching experience in the Titonka Consolidated School District. When the employee's teaching years at the Titonka District are interrupted by more than two years not in the system, seniority will be based on the year that the employee rejoins the faculty.

### E. Other Employment

Any teacher laid off may engage in substitute teaching or any occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation. Staff layoff will not result in a loss of credit for years of service in the district earned prior to the layoff if the layoff is for a period of two years or less.

### F. Notification

Notice of Reduction (279.15.1-2 Code of Iowa). The superintendent or superintendent's designee shall notify the teacher not later than April 30 that the superintendent will recommend in writing to the Board at a regular or special meeting of the Board, held no later than May 15, that the teacher's continuing contract be terminated at the end of the current school year.

### G. Recall Rights

Any employee laid off pursuant to this policy shall have recall rights for a period of two years or a period of time equal to his/her seniority, whichever is less, to a position he/she is licensed to teach in. The order of reinstatement shall be in reverse order in which teachers were notified of the layoff.

It shall be the responsibility of the employee to maintain an up-to-date address with the school district for recall purposes. Failure of a notice to reach a teacher shall not be the responsibility of the school district if the notice was mailed to the address on file. Should a position become available for a qualified teacher, the school district shall mail the notice to such teacher by the date of such notice to accept re-employment. Failure to reply in writing within such twenty-one (21) day period shall constitute a waiver on the part of the teacher to any further recall or employment.

Recall rights shall be ended if the employee resigns, or has retired.

H. Appeal

See grievance procedure in Article I of the Master Contract.

I. Seniority List

The administration shall provide a seniority list on or before October 31<sup>st</sup>, for that current year using the guidelines in this document describing seniority in the Titonka School District. The seniority list shall include the person's name, the endorsement and approval code number, and graduate credit hours of each employee.

## COMPLIANCE & DURATION

This agreement shall be effective as of July 2006 and shall continue in effect until June 30, 2007.

In witness thereof, the parties hereto have caused this agreement to be signed by their respective

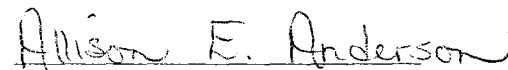
President, attested by their respective chief negotiators, their signatures placed thereon on

16th of May, 2006.

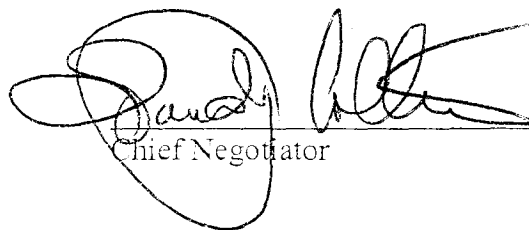
Titonka Education Association

Titonka Consolidated School  
Board of Education

  
Association President

  
School Board President

  
Chief Negotiator

  
Chief Negotiator

# 2006-2007 TITONKA SCHEDULE #1

STEP	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+12
1	1.00 24,650.00	1.03 25,389.50	1.06 26,129.00	1.09 26,868.50	1.12 27,608.00	1.15 28,347.50	1.18 29,087.00
2	1.03 25,389.50	1.06 26,129.00	1.09 26,868.50	1.12 27,608.00	1.15 28,347.50	1.1825 29,148.63	1.2125 29,888.13
3	1.06 26,129.00	1.09 26,868.50	1.12 27,608.00	1.15 28,347.50	1.18 29,087.00	1.215 29,949.75	1.245 30,689.25
4	1.09 26,868.50	1.12 27,608.00	1.15 28,347.50	1.18 29,087.00	1.21 29,826.50	1.2475 30,750.88	1.2775 31,490.38
5	1.12 27,608.00	1.15 28,347.50	1.18 29,087.00	1.21 29,826.50	1.24 30,566.00	1.28 31,552.00	1.31 32,291.50
6	1.15 28,347.50	1.18 29,087.00	1.21 29,826.50	1.24 30,566.00	1.27 31,305.50	1.3125 32,353.13	1.3425 33,092.63
7	1.18 29,087.00	1.21 29,826.50	1.24 30,566.00	1.27 31,305.50	1.30 32,045.00	1.345 33,154.25	1.375 33,893.75
8	1.21 29,826.50	1.24 30,566.00	1.27 31,305.50	1.30 32,045.00	1.33 32,784.50	1.3775 33,955.38	1.4075 34,694.88
9	1.24 30,566.00	1.27 31,305.50	1.30 32,045.00	1.33 32,784.50	1.36 33,524.00	1.41 34,756.50	1.44 35,496.00
10	1.27 31,305.50	1.30 32,045.00	1.33 32,784.50	1.36 33,524.00	1.39 34,263.50	1.4425 35,557.63	1.4725 36,297.13
11		1.33 32,784.50	1.36 33,524.00	1.39 34,263.50	1.42 35,003.00	1.475 36,358.75	1.505 37,098.25
12		1.36 33,524.00	1.39 34,263.50	1.42 35,003.00	1.45 35,742.50	1.5075 37,159.88	1.5375 37,899.38
13			1.42 35,003.00	1.45 35,742.50	1.48 36,482.00	1.54 37,961.00	1.57 38,700.50
14			1.45 35,742.50	1.48 36,482.00	1.51 37,221.50	1.5725 38,762.13	1.6025 39,501.63
15				1.51 37,221.50	1.54 37,961.00	1.605 39,563.25	1.635 40,302.75
16						1.6375 40,364.38	1.6675 41,103.88

MIDDLE SCHOOL - TITONKA  
EXTRA-CURRICULAR SALARY SCHEDULE  
SCHEDULE #2  
2006-2007

24,650 Base - 2006-07		years 1 and 2		years 3 / over
Supervision	Index	Minimum	Index	Maximum
Coaching		Salary		Salary
Head Football Coach	5	1,232.50	6	1,479.00
Asst. Football Coach	4	986.00	5	1,232.50
Head Basketball	5	1,232.50	6	1,479.00
Coach	4	986.00	5	1,232.50
Asst. Basketball				
Coach				
Head Track Coach	5	1,232.50	6	1,479.00
Asst. Track Coach	4	986.00	5	1,232.00
Head Volleyball	5	1,232.50	6	1,479.00
Coach	4	986.00	5	1,232.50
Asst. Volleyball				
Coach				
Head Wrestling	5	1,232.50	6	1,479.00
Coach	4	986.00	5	1,232.00
Asst. Wrestling	5	1,232.50	6	1,479.00
Coach				
Cheerleading/Pride				
Club				
Fall Head Softball	5	1,232.50	6	1,479.00
Coach	4	986.00	5	1,232.50
Fall Asst. Softball				
Coach				
Annual Advisor	5	1,232.50	6	1,479.00
Jazz Band	5	1,232.50	6	1,479.00
Swing Choir	5	1,232.50	6	1,479.00
Concessions*	4	986.00	5	1,232.50
Band Camp	4	986.00	5	1,232.50
Asst. Band Camp	2	493.00	3	739.50
Co-Musical Director	2	493.00	3	739.50
Mock Trial Coach	5	1,232.50	6	1,479.00
Asst. Mock Trial	4	986.00	5	1,232.50
Coach				

Definition of Co- Each position will receive an individual contract and the full respective index.

\*Responsible for all concessions ordering and attendance is mandatory at home sporting events

Athletic Scorekeeper Dollar figure of \$10.00 per night

Athletic Timekeeper Dollar figure of \$10.00 per night

1Scr#2

## SCHEDULE #3

## DUES DEDUCTION AUTHORIZAITON FORM

For Employer use only.  
Do not fill out.

Authorization for Payroll  
Deduction for Education Assoc. Dues

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Date Started

\_\_\_\_\_  
Amount

I hereby request and authorize  
the Board of Education of:  
TITONKA CONSOLIDATED  
SCHOOL as my remitting agent, to  
deduct from my earnings each month  
until this authorization is changed or  
revoked as provided herein, a  
sufficient amount to provide for the  
monthly payment of the prevailing  
rate of dues which amount is to be  
remitted each month for me and on  
my behalf to the treasurer of:  
Titonka Education Association  
(Affiliate of the UniServ)  
(Unit, Nea)

It is understood that this authorization shall begin on the first payroll period following September 10<sup>th</sup> and shall continue through May payroll of the current school year, and the above dues deduction authorization may be revoked at anytime upon thirty (30) days written notice by the employee. This authorization shall be valid for one school year only.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

## Individual Career Development Plan

Form A

Teacher shall submit this completed form to the evaluator by October 15.

Teacher Name	Building

Names of Other Teachers Involved:

General Focus of the Plan:

Specific Goal(s):

### Rationale for the Plan

What student learning concerns will this plan address and what data is used for analyzing the goals and progress?

How does this plan relate to building and/or district student achievement goals?

How will the strategies and activities in this plan lead to accomplishing the goal?

Check the Iowa Teaching Standard(s) that is addressed in this plan:

<input type="checkbox"/>	1. Enhance Student Achievement	<input type="checkbox"/>	5. Monitoring Student Learning
<input type="checkbox"/>	2. Content Knowledge	<input type="checkbox"/>	6. Classroom Management
<input type="checkbox"/>	3. Planning and Preparation	<input type="checkbox"/>	7. Professional Growth
<input type="checkbox"/>	4. Instructional Strategies	<input type="checkbox"/>	8. Professional Responsibilities

*Continued on the back*

**Action Plan With Timeline:**

**Resources Needed to Implement the Plan:**

**Expected Learning from the Plan:**

**Teacher's Signature(s) and Date**

**Evaluator's Signature and Date**

Copy to be placed in personnel file



# Annual Update - Individual Career Development Plan

Form B

To be completed by the teacher and reviewed with the evaluator by April 20.

Teacher Name	Building	Date

What progress have you made toward completion of the plan?

What are you learning?

What impact is this learning having on students?

Specifically, what needs to be done to complete the plan?

Are there any revisions needed?

\_\_\_\_\_  
Teacher's Signature and Date

\_\_\_\_\_  
Evaluator's Signature and Date

Copy to be placed in personnel file.

## Performance Review Plan

### Individual Career Development Plan

Form C

Teacher Name	Building	Date

What are the results, outcomes and/or products of this plan?

What has been learned as a result of this plan?

As a result of this experience, what might be the focus of the next career development plan?

Teacher comments and reflections:

*Continued on the back*

**Evaluator comments and reflections:**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Teacher's Signature**

\_\_\_\_\_  
**Date**

**Copy to be placed in personnel file**

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that he/she received a copy.

**Pre-Conference Form**  
(To be Completed by the Teacher)

Form D

The teacher observation is to take place between October 1 and April 20 or at a mutually agreed upon time. The pre-conference must be at least 1 school day prior to the observation.

Name \_\_\_\_\_ School/Evaluator \_\_\_\_\_

Date of Pre-Conference \_\_\_\_\_ Date/Time of Observation \_\_\_\_\_

Grade Level/Curriculum Area Observed \_\_\_\_\_

1. Briefly describe the students in this class, including those with special needs.	5. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties?
2. What are the goals for the lesson? What do you want the student to learn?	6. What instructional materials or other resources, if any will you use? (Attach sample materials you will be using in the lesson.)
3. How do these goals support the District's curriculum?	7. How do you plan to assess student achievement of the goals? What procedures will you use?
4. How do you plan to engage students in the content? What will you do? What will the students do?	8. What Iowa teaching standard(s)/criteria will be demonstrated in this observation?

Teacher comments pertaining to observation setting: List any items you want to call to the attention of the evaluator.

## Observation Form

Form E

The teacher observation is to take place between October 1 and April 20 or at a mutually agreed upon time. The post-observation conference must be no later than 5 school days following the observation or at a mutually agreed upon time.

Name \_\_\_\_\_ Evaluator \_\_\_\_\_

Date/Time of Observation \_\_\_\_\_

Grade Level/Curriculum Area Observed \_\_\_\_\_

### The Iowa Teaching Standards

1. Enhance Student Achievement	5. Monitoring Student Learning
2. Content Knowledge	6. Classroom Management
3. Planning and Preparation	7. Professional Growth
4. Instructional Strategies	8. Professional Responsibilities

Evaluator's Signature and Date \_\_\_\_\_

Teacher's Signature and Date \_\_\_\_\_

The teacher's signature indicates only that the form has been received and does not indicate agreement with the contents.

# Performance Summary

Form F

Teacher: \_\_\_\_\_ School: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Pre-Conference : \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date of Post-Conference: \_\_\_\_\_

Staff member's overall performance:

Staff member is meeting the expectations of the Iowa Teaching Standards

Yes

☐

No

☐

If "no" is marked, state which standard(s) is (are) not met and identify the information and evidence used to make the decision.

\_\_\_\_\_  
Evaluator's Signature and Date

\_\_\_\_\_  
Teacher's Signature and Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy. Copy to be placed in personnel file. The teacher has a right to attach a written response to this.

# Plan of Support

Form G

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

This Plan of support will include observations.

**Specific Concern(s) related to the following Iowa Teaching Standards:**

**Plan (Methods/Strategies):**

**Proposed Timeline:**

**Indicators of Progress:**

*Continued on the back*

**Resources/Support Needed:**

**Next Meeting Date:**

**Evaluator's Signature and Date:** \_\_\_\_\_

**Teacher's Signature and Date:** \_\_\_\_\_

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.



# Support Summary

Form H

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Meeting Dates: \_\_\_\_\_

Information and Evidence documenting Evaluator's Recommendation:

## Evaluator's Recommendation:

- ☐ Concern resolved, the teacher returns to *Individual Career Development Plan*
- ☐ Progress noted, a new *Plan of Support* is developed
- ☐ Concern not resolved, a recommendation will be made to place the teacher on *Intensive Assistance*

Evaluator's Signature and Date: \_\_\_\_\_

Teacher's Signature and Date: \_\_\_\_\_

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.